

PARTICIPATING ADDENDUM WESTERN STATES CONTRACTING ALLIANCE

Dell Marketing L.P.
MASTER PRICE AGREEMENT
92-00151

1. **Scope:** All eligible purchasers within this government or education entity (State of California, including its authorized employees and representatives) are authorized to purchase products and services under the terms and conditions of this price agreement.
2. **Changes:** Changes to the terms and conditions of the signed Master Price Agreement (as amended by Amendment #1 through Amendment #5) are as follows:
 - a. Paragraphs 1 through 26 of the California General Provisions (CAGP) for Western States Contracting Alliance, Dell Marketing L.P., become a part of this Participating Addendum.
 - b. Paragraph 3 is modified as follows: Replace "invoice" with "receipt" in the second line of "To Return Dell Branded Equipment". Add "Upon return, title reverts to Contractor." to the end of the same paragraph.
 - c. Paragraph 3 is further modified as follows: Replace "invoice" with "receipt" in the third line of "To Return Non Dell Branded Equipment". Add "Upon return, title reverts to Contractor." to the end of the same paragraph.
 - d. Paragraph 5 is deleted; Paragraph 5 of CAGP is substituted therefore.
 - e. Paragraph 6 is deleted; Paragraph 8 of CAGP is substituted therefore.
 - f. Paragraph 7 is modified as follows: The agreement is effective July 16, 2001 through September 2, 2002 and may be mutually renewed ...
 - g. Paragraph 9 is deleted; Paragraph 7 of CAGP is substituted therefore.
 - h. Paragraph 12 is modified as follows: The words "those associated" in Line 9 of Paragraph A. are hereby deleted. Sub-paragraph C. is added as follows: "C. Contractor certifies that it has appropriate systems and controls in place to ensure that state (California) funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - i. Paragraph 17 is deleted; Paragraph 20 of CAGP is substituted therefore.
 - j. Paragraph 19 is modified as follows: The words "or industry wide constraints" in Line 3 are hereby deleted.
 - k. Paragraph 20 is deleted; Paragraph 12 of CAGP is substituted therefore.
 - l. Paragraph 29 is deleted; Paragraph 16 of CAGP is substituted therefore.
 - m. Paragraph 30 is modified as follows: The words "indirect, special or" are hereby deleted from Line 6.
 - n. Paragraph 31 is deleted; Paragraph 1 and Paragraph 15 of CAGP are substituted therefore.
 - o. Paragraph 33 is deleted in its entirety.
 - p. Paragraph 46, the following is added between the existing second and third paragraphs: "The Contractor agrees to provide a monthly utilization report in an Excel format to the California administrator during the month following the month in which there was activity. The Report shall include the gross California sales for the monthly period subtotaled by procuring agency within California. If there is no activity in any given month, then a Report to that effect shall be provided. The Report shall be accompanied by a check payable to the California Department of General Services in an amount equal to one percent (1%) of the gross California sales for that month, such discount not to be derived from discounted prices reflected in Price Agreement No. 92-00151.
 - q. Paragraph 48.1., the following two sentences, "Dell is not responsible for liability ... Procuring agency's instructions." and "Dell is not responsible for the operation ... DellPlus Configuration." are hereby deleted and the following two sentences substituted therefore: "Dell is not responsible for liability or damage arising from the installation of a DellPlus Configuration performed in accordance with the technical Specifications and the Procuring agency's instructions unless Dell has assisted the Procuring agency in the development of the Technical Specifications. Dell is not responsible for the operation or suitability of any DellPlus Configuration or for any revision or engineering changes in any third party products

included in a DellPlus Configuration unless Dell has assisted the Procuring agency in the development of the Technical Specifications.”

3. Lease Agreements: **A lease agreement has not been approved.**

4. Primary Contact: The primary contact individual for this participating addendum is as follows:

Diana La Bonte, Contract Negotiations Manager
1823 – 14th Street, Sacramento, CA 95814
(916) 327-8055
(916) 327-7593 (fax)
diana.labonte@dgs.ca.gov

5. Price Agreement Number: All purchase orders issued by procuring agencies within the jurisdiction of this participating addendum shall include the following price agreement number: 92-00151

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of California

Contractor: DELL MARKETING LP

By: _____

By: _____

JANICE KING

Name: _____

ACQUISITIONS BRANCH MANAGER

Title: _____

Date: _____

Date: _____